

109173.1

Milton Springut (MS6571)
Tal S. Benschar (TSB0838)
KALOW & SPRINGUT LLP
488 Madison Avenue
New York, New York 10022
(212) 813-1600

Attorneys for Plaintiffs
Cartier, division of Richemont North America, Inc.;
Cartier International, B.V.
and Panerai, division of Richemont
North America, International

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

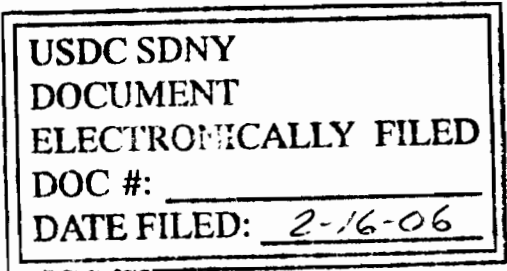
-----X
CARTIER, a division of RICHEMONT :
NORTH AMERICA, INC.; and :
CARTIER INTERNATIONAL, B.V., :

Plaintiffs, :

v. :

BERTONE GROUP, INC. d/b/a PREMIER :
LEASING, JACKIE BERTONE and :
JOHN DOES 1-10, :
Defendants. :

-----X



Civil Action

No. 05 Civ. 7230 (JSR)

ECF CASE

**FINAL JUDGMENT ON CONSENT AS TO DEFENDANTS BERTONE GROUP d/b/a
PREMIER LEASING AND JACKIE BERTONE AND STIPULATED
ORDER OF DISMISSAL AS TO JOHN DOE DEFENDANTS**

Plaintiffs Cartier, a division of Richemont North America, Inc., and Cartier International, B.V. (collectively "Plaintiffs") having filed a Complaint against Bertone Group, Inc. d/b/a Premier Leasing ("Bertone Group"), and Jackie Bertone ("Bertone") (collectively the "Defendants") as well as John Does (1-10), charging Defendants with trademark infringement, false designation of source origin, unfair competition, and dilution through the sale of altered Cartier brand watches; and the named parties desiring to settle the controversy between them

without any admission of liability and having entered into a Settlement Agreement for that purpose; and for good cause shown; it is hereby

ORDERED, ADJUDGED AND DECREED as between the parties hereto that:

1. This Court has jurisdiction over the parties and over the subject matter hereof pursuant to 28 U.S.C. §§ 1331 and 1338.
2. Definitions.
 - A. The “Cartier Trademark” shall mean the word mark CARTIER.
 - B. The “Cartier Registration” shall mean U.S. Trademark Registration No. 759,201 of October 29, 1963, for the word mark CARTIER for watches and clocks.
 - C. The “Panerai Trademark” shall mean the word mark PANERAI .
 - D. The “Panerai Registration” shall mean U.S. Trademark Registration No. 2,340,290 of April 11, 2000 for the word PANERAI for watches and other related goods.
3. Plaintiff Cartier International, B.V. is the owner of the Cartier Trademark the Cartier Registration and Panerai trademark and the Panerai Registration. The Cartier Registration and the Panerai Registration are valid and subsisting, are in full force and effect and have become incontestable and the trademark thereof and the goodwill of Plaintiff Cartier International, B.V. in connection with which such trademarks are used are valid and have never been abandoned.
4. Defendants Bertone Group d/b/a Premier Leasing and Jackie Bertone are permanently enjoined and restrained, directly or indirectly:
 - (a) From using in any manner the Cartier Trademark or the Panerai Trademark in connection with the sale, offer for sale, advertisement or distribution of

any watches whatsoever, regardless of whether they are genuine or not, new or used, altered or unaltered;

- (b) From representing, suggesting in any fashion to any third party, or performing any act which may give rise to the belief that Defendants, or any of their goods that have been altered, are authorized or sponsored by Plaintiffs or any one of them;
- (c) From passing off, inducing or enabling others to sell or pass off any goods as products produced by Plaintiffs which are not in fact genuine Cartier or Panerai goods or not produced under the control and supervision of Plaintiffs and approved by Plaintiffs; and
- (d) From infringing upon the Cartier Trademark or the Panerai Trademark; and
- (e) From otherwise competing unfairly with Plaintiffs in any manner.

5. All parties are to bear their own costs and attorney's fees.

6. Plaintiffs' claims against Defendants John Does 1-10 are dismissed without prejudice.

7. The exclusive jurisdiction of this Court is retained for the purpose of making any further orders necessary or proper for the construction or modification of this Final Judgment on Consent, the enforcement thereof and the punishment of any violations thereof, and the enforcement of any provisions of the Settlement Agreement entered into between the parties. Any motion or proceedings under this Paragraph 7 shall be venued in the United States District Court for the Southern District of New York, and the parties consent to this Court's venue and personal jurisdiction for any such motion or proceeding under this Paragraph 7.

8. This Final Judgment Upon Consent shall be binding upon the parties hereto and their respective successors, assigns, parents, subsidiaries and affiliates. This Final Judgment Upon Consent shall be fully assignable to the fullest extent permitted by law.

9. This Judgment shall be deemed to have been served upon Defendants at the time of its execution by the Court.

Dated: January 3/15, 2006

A handwritten signature in black ink, appearing to read "Jed S. Rakoff", is written over a horizontal line.

Hon. Jed S. Rakoff,
United States District Judge

CONSENT AND STIPULATION

The undersigned hereby consent and stipulate to the entry of a Final Judgment on Consent as to Certain Defendants and Dismissal as to Other Defendants in the form annexed hereto or in such other form as the Court may approve.

CARTIER, a division of RICHEMONT NORTH AMERICA, INC.

Dated: January ___, 2006

By:  _____
Name: _____
Title: _____

CARTIER INTERNATIONAL, B.V.

Dated: January ___, 2006

By: _____
Name: _____
Title: _____

BERTONE GROUP, INC. d/b/a PREMIER LEASING

Dated: January ___, 2006

By: _____
Name: _____
Title: _____

JACKIE BERTONE

Dated: January ___, 2006

By: _____

CONSENT AND STIPULATION

The undersigned hereby consent and stipulate to the entry of a Final Judgment on Consent as to Certain Defendants and Dismissal as to Other Defendants in the form annexed hereto or in such other form as the Court may approve.

CARTIER, a division of RICHEMONT NORTH AMERICA, INC.

Dated: January __, 2006

By: _____
Name: _____
Title: _____

CARTIER INTERNATIONAL, B.V.

Dated: January __, 2006

By: _____
Name: Marc Trisanco
Title: Proxy

BERTONE GROUP, INC. d/b/a PREMIER LEASING

Dated: January __, 2006

By: _____
Name: _____
Title: _____

JACKIE BERTONE

Dated: January __, 2006

By: _____

CONSENT AND STIPULATION

The undersigned hereby consent and stipulate to the entry of a Final Judgment on Consent as to Certain Defendants and Dismissal as to Other Defendants in the form annexed hereto or in such other form as the Court may approve.

CARTIER, a division of RICHEMONT NORTH AMERICA, INC.

Dated: January __, 2006

By: _____
Name: _____
Title: _____

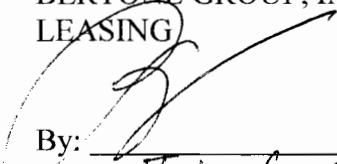
CARTIER INTERNATIONAL, B.V.

Dated: January __, 2006

By: _____
Name: _____
Title: _____

BERTONE GROUP, INC. d/b/a PREMIER LEASING

Dated: January 13, 2006

By:  _____
Name: Jackie Bertone
Title: President

JACKIE BERTONE

Dated: January 17, 2006

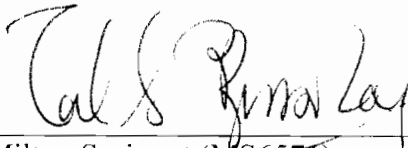
By:  _____

Approved as to form:

KALOW & SPRINGUT LLP
Counsel for Plaintiffs

488 Madison Avenue
New York, New York 10022
(212) 813-1600

Dated: January ___, 2006

By: 
Milton Springut (MS6571)
Tal S. Benschar (TSB0838)

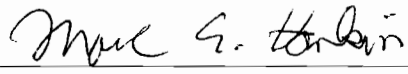
HANKIN PATENT LAW
Counsel for Defendants

9034 Sunset Blvd., Suite 200
Los Angeles, CA 90069
Marc@HankinPatentLaw.com
Phone: (310) 892-1613

CASEY & BARNETT, LLC
Local Counsel for Defendants

317 Madison Avenue
New York, NY 10017
cdeininger@aol.com
Phone: (212) 286-0225

Dated: January ___, 2006

By: 
Marc E. Hankin, Esq. (MH5983)

